

B 10 (Supplement 1) (12/11)

UNITED STATES BANKRUPTCY COURT

Middle District of Georgia

Macon Division

In re **Dana R Miller**

Debtor(s)

Case No. **13-52024**

Chapter 13

Notice of Mortgage Payment Change

*This notice of payment change is being filed in the interest of completeness in the court record. The effective date on this analysis was scheduled to be prior to the filing of this notice. In order to comply in good faith with FRBP 3002.1(b), Ocwen will adjust the effective date to 7/01/2015. Upon the new effective date debtor or the estate shall be solely responsible for the entire new payment amount until further adjustment."

If you file a claim secured by a security interest in the debtor's principal residence provided for under the debtor's plan pursuant to § 1322(b)(5), you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

**Name of creditor: FREEDOM MORTGAGE CORPORATION
SERVICED BY OCWEN LOAN SERVICING, LLC**

Court claim no. (if known): 5

Last four digits of any number
you use to identify the debtor's
account: 7935

Date of payment change: 2/1 2015
Effective Date of Payment Change: 7/1/2015*

New total payment: \$878.52
Principal, interest, and escrow, if
any

Part 1: Escrow Account Payment Adjustment

Will there be a change in the debtor's escrow account payment?

- ☒ No
☐ Yes. Attach a copy of the escrow account statement, prepared according to applicable non bankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:
Current escrow payment: \$ _____ New escrow payment: \$ _____

Part 2: Mortgage Payment Adjustment

Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?

- ☐ No
☒ Yes. Attach a copy of the rate change notice, prepared according to applicable non bankruptcy law. Describe the basis for the change. If a notice is not attached, explain why: See Attached
Current interest rate : 3.00% New interest rate: 2.125%
Current principal and interest payment: \$754.73 New Principal and interest payment: \$ 679.67

Part 3: Other Payment Change

Will there be a change in the debtor's mortgage payment for a reason not listed above?

- ☒ No
☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$ _____ New mortgage payment: \$ _____

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Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this Supplement applies.

Check the appropriate box.

☐ I am the creditor. ☒ I am the creditor's authorized agent.
(Attach copy of power of attorney, if any.)

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

x /s/ John D. Schlotter
Signature

Date June 6, 2015

Print: John D. Schlotter
First Name Middle Name Last Name

Title: Agent for Creditor

Company Aldridge Pite LLP (formerly known as Aldridge Connors, LLP)

Address Fifteen Piedmont Center
3575 Piedmont Road, N.E., Suite 500
Number Street

Atlanta GA 30305
City State Zip Code

Contact phone 404-994-7400

Email pmtchangeinquiry@aldridgepite.com

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF GEORGIA

In re DANA R MILLER,

Case No. 13-52024

CERTIFICATE OF SERVICE

I certify that I am over the age of 18 and that on June 6, 2015 a copy of the foregoing **Notice of Mortgage Payment Change** was served by (1) via electronic notice to parties who are ECF Filers and Consenting Users, (2) via electronic notice to ECF Filers and Consenting Users who represent parties, or (3) by first class U.S. Mail, with adequate postage prepaid on the following persons or entities at the addresses stated:

The following parties have been served electronically through the court's ECF System at the email address registered with the court:

Calvin L. Jackson

Camille Hope

The following parties have been served via U.S. Mail:

Dana R Miller
139 Dora Lane
Byron, GA 31008

Dated: June 6, 2015

/s/ John D. Schlotter
John D. Schlotter
Agent for Creditor
Aldridge Pite, LLP (formerly known as
Aldridge Connors, LLP)
Fifteen Piedmont Center
3575 Piedmont Road, N.E., Suite 500
Atlanta, GA 30305
Phone: (404) 994-7400
Fax: (888) 873-6147
Email: pmtchangeinquiry@aldridgepite.com



6/2/2015

Account Number: [REDACTED]
Case Number – 13-52024

Jermaine Miller
Dana R Miller
139 Dora Ln
Byron, GA 31008

Property Address:
139 Dora Ln
Byron, GA 31008

Corrected Changes to Mortgage Interest Rate and Payment on 02/1/2015

Under the terms of the Adjustable-Rate Mortgage (ARM), there is a 12 month period during which the interest rate stayed the same. That period ends on 01/1/2015, so on that date the interest rate may change. After that, the interest rate may change every 12 month(s) for the rest of the loan term. Any change in the interest rate may also change the mortgage payment.

	Current Rate and monthly Payment	New Rate and monthly Payment
Interest Rate	3.00000%	2.12500%
Escrow (Taxes and Insurance)	\$198.85	\$198.85
Total monthly Payment	\$953.58	\$878.52 (due 02/1/2015)

Interest Rate: We calculated the interest rate by taking a published “index rate” and adding a certain number of percentage points, called the “margin”. Under the loan agreement, the index rate is 0.14000% and the margin is 2.00000%. The 1 YR TBILL CONST WK 11 is published Weekly in Federal Reserve. The calculated amount is rounded by 0.12500%.

Rate Limit(s): The rate cannot go higher than 8.00000%, or lower than 2.00000% over the life of the loan. The rate can change each time by no more than 1.00000%.

New Interest Rate and Monthly Payment: The table above shows the new interest rate and new monthly payment. These amounts are based on the 1 YR TBILL CONST WK 11 as of now, the margin 2.00000%, to the index, the loan balance of \$167,077.08, and the remaining loan term of 323 months.

Notice Regarding Bankruptcy: Please be advised that this letter is in no way an attempt to collect either a pre-petition, post petition or discharged debt. If your bankruptcy case is still active, no action will be taken in willful violation of the Automatic Stay. If you have received an Order of Discharge in a bankruptcy case, any action taken by us is for the sole purpose of protecting our lien interest in the underlying mortgaged property and is not an attempt to recover any amounts from you personally. Finally, if you are in an active Chapter 11, 12 or 13 bankruptcy case and an Order for Relief from the Automatic Stay has not been issued, you should continue to make payments in accordance with your plan. If your loan has been paid in full or already foreclosed upon, this is not an attempt to collect any additional funds from you.

**Prepayment Penalty:** None

You should be aware that your overall monthly payment could change on a separate date as a result of any increases or decreases in real estate taxes and/or insurance. We apologize for any inconvenience this might have caused. If you have any questions relating to this notice, please contact our Customer Care Center at (800) 746-2936 Monday to Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm and Sunday 9:00 am to 9:00 pm ET.

Sincerely,

Customer Care Center

Notice Regarding Bankruptcy: Please be advised that this letter is in no way an attempt to collect either a pre-petition, post petition or discharged debt. If your bankruptcy case is still active, no action will be taken in willful violation of the Automatic Stay. If you have received an Order of Discharge in a bankruptcy case, any action taken by us is for the sole purpose of protecting our lien interest in the underlying mortgaged property and is not an attempt to recover any amounts from you personally. Finally, if you are in an active Chapter 11, 12 or 13 bankruptcy case and an Order for Relief from the Automatic Stay has not been issued, you should continue to make payments in accordance with your plan. If your loan has been paid in full or already foreclosed upon, this is not an attempt to collect any additional funds from you.